

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 63 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. N65540-05-R-0009		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 08 Mar 2005	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3351, STEPHEN ORCZEWSKI 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403  TEL: 215-897-7062 FAX: 215-897-7902				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
<b>SOLICITATION</b>						
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 4, Room 2900</u> until <u>04:00 PM</u> local time <u>07 Apr 2005</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME STEPHEN ORCZEWSKI		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-7062		C. E-MAIL ADDRESS OrczewskiSM@nswccd.navy.mil
<b>11. TABLE OF CONTENTS</b>						
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.
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X	H	SPECIAL CONTRACT REQUIREMENTS		38	X	M
<b>OFFER (Must be fully completed by offeror)</b>						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE	
					18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.						

## Section B - Supplies or Services and Prices

This solicitation covers a proposed firm-fixed price requirements type contract on behalf of the Naval Surface Warfare Center, Carderock Division, Philadelphia for the furnishing of Shipboard Approved Crew, CPO, Troop Clothes, Cleaning Gear Stowage, and Soiled Clothes Locker Units including Locker Subbases. The resulting contract will provide for the actual furnishing of supplies by the issuance of delivery orders from the date of award through 1,097 days after date of contract award. The quantities set forth below for the various line items are estimates only and is not a representation that such quantities will be required or ordered. The maximum limit of the Government's obligation to order and the contractor's obligation to deliver shall be the total contract price, which will be the total of the extended amounts for all the line items. Refer to Clauses 52.216-18, 52.216-19 and 52.216-21 herein. This solicitation is a small business set-aside in accordance with Clause 52.219-6 herein.

Subline items have been established to further identify elements with the solicitation line items as described below. Offerors are requested to propose unit prices and extended amounts for the various subline items on the basis of this structure. Failure to do so may result in rejection of your offer.

0001AA through 0045AA	Lockers ordered within 365 days ADC.
0001AB through 0045AB	Lockers ordered within 366 to 730 days ADC.
0001AC through 0045AC	Lockers ordered within 731 to 1066 days ADC.
0047AA	Preliminary Product Drawing and Associated List
0047AB	Final Product Drawing and Associated List
0047AC	Preliminary Locker Unit Isometric Installation Drawing
0047AD	Final Locker Unit Isometric Installation Drawing
0047AE	First Article Test Procedure
0047AF	First Article Test Report
0047AG	High Impact (H.I.) Shock Test Procedure
0047AH	High Impact (H.I.) Shock Test Report
0047AJ	High Impact (H.I.) Shock Test Extension

Subline item number using the alpha characters AA, AB and AC have been established to reflect the period during which Items 0001 through 0045 may be ordered. For example, the price for Item 0040AB should reflect the price for this item if ordered within the period from 366 to 730 days after the date of the resulting contract.

The Government reserves the right to waive the requirements for First Article Testing by the contractor in accordance with Clause 52.209-3 herein and to waive the requirements for contractor High Impact Shock Testing where the offeror has previously produced same or similar items that have been successfully subjected to First Article and/or High Impact Shock Testing. Items 0047AE and 0047AF respectively cover submission of the First Article Test Procedure and Test Report and Items 0047AG and 0047AH respectively cover submission of the High Impact Shock Test Procedure and Test Report. Offerors requesting waiver of First Article and/or High Impact Shock Testing are requested to clearly indicate in their offer if a waiver of these requirements is being requested, and, to provide supporting documentation reflecting previous successful completion of First Article and/or High Impact Shock Testing of same or similar items.

The North American Industry Classification System (NAICS) code for this acquisition is 336611. The small business size standard is 1000 employees.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001	SOILED CLOTHES LOCKER, TYPE I IAW DWG 805-1648667 REV A OMIT LEG ASSY PC 15, 16, 17 & 18 FIND NO. 0212 ARR				
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0001AA	SAME AS ITEM 0001	60	Each		
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0001AB	SAME AS ITEM 0001	60	Each		
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0001AC	SAME AS ITEM 0001	60	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002	SOILED CLOTHES LOCKER, TYPE II IAW DWG 805-1648667 REV A OMIT LEG ASSY PC 15, 16, 17 & 18 FIND NO. 0213 ARR				
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0002AA	SAME AS ITEM 0002	40	Each		
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0002AB	SAME AS ITEM 0002	40	Each		
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0002AC	SAME AS ITEM 0002	40	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CLEANING GEAR LOCKER L.H. DOOR IAW DWG 804-1648663 REV C OMIT COAMING PC 13 AND SHELF LEDGE PC 18 FIND NO. 0219 ARR				

0003AA	SAME AS ITEM 0003	20	Each
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0003AB	SAME AS ITEM 0003	20	Each
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0003AC	SAME AS ITEM 0003	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CLEANING GEAR LOCKER R.H. DOOR, IAW DWG 804-1648663 REV C OMIT COAMING PC 13 AND SHELF LEDGE PC 18 FIND NO. 0220 ARR				

0004AA	SAME AS ITEM 0004	20	Each
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0004AB	SAME AS ITEM 0004	20	Each
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0004AC	SAME AS ITEM 0004	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SUBBASE, CLEANING GEAR LOCKER 18 X 24 X 2 HIGH; IAW DWG 804-1749231 REV B MATL: STEEL FIND NO. 0266 ARR				

0005AA	SAME AS ITEM 0005	40	Each
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0005AB	SAME AS ITEM 0005	40	Each
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0005AC	SAME AS ITEM 0005	40	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	SUBBASE, SOILED CLOTHES LKR TYPE I 24 X 24 X 2 HIGH; IAW DWG 804-1749231 REV B MATL: STEEL FIND NO. 0269 ARR				

0006AA	SAME AS ITEM 0006	60	Each
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0006AB	SAME AS ITEM 0006	60	Each
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0006AC	SAME AS ITEM 0006	60	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	SUBBASE, SOILED CLOTHES LOCKER TYPE II 36 X 24 X 2 HIGH; IAW DWG 804-1749231 REV B MATL: STEEL FIND NO. 0272 ARR				

0007AA	SAME AS ITEM 0007	40	Each
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0007AB	SAME AS ITEM 0007	40	Each
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0007AC	SAME AS ITEM 0007	40	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	CREW WARDROBE LOCKER UNIT, TYPE 3 MODIFIED 27 X 22 X 72 HIGH; IAW DWG 803-6397307 REV A, PC 3 MODIFIED OVERALL WIDTH FROM 18 TO 27 INCHES HANGING SPACE MODIFIED FROM 10 TO 19 INCHES SHELF WIDTH UNCHANGED DRAWER WIDTHS INCREASED BY 9 INCHES TO SUIT SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0512 ARR				

0008AA	SAME AS ITEM 0008	5	Each		
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0008AB	SAME AS ITEM 0008	5	Each		
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0008AC	SAME AS ITEM 0008	5	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	CPO LOCKER UNIT, TYPE 10 MODIFIED 35 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 10 MODIFIED OVERALL WIDTH FROM 36 TO 35 INCHES HANGING SPACE TO REMAIN 6 INCHES AND 12 INCHES DRAWER AND SHELF WIDTH REDUCED BY 1 INCH TO SUIT SUBBASE ASSY, TYPE A, IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0513 ARR				

0009AA	SAME AS ITEM 0009	20	Each
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0009AB	SAME AS ITEM 0009	20	Each
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0009AC	SAME AS ITEM 0009	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	CPO LOCKER UNIT, TYPE 10 36 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 10 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 AND 516 FIND NO. 0514 ARR				

0010AA	SAME AS ITEM 0010	40	Each
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0010AB	SAME AS ITEM 0010	40	Each
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0010AC	SAME AS ITEM 0010	40	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	CPO LOCKER UNIT, TYPE 11 18 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 11 SUBBASE ASSY, TYPE A, IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0515 ARR				

0011AA	SAME AS ITEM 0011	20	Each		
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0011AB	SAME AS ITEM 0011	20	Each		
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0011AC	SAME AS ITEM 0011	20	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	CPO LOCKER UNIT, TYPE 10 MODIFIED 30 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 10 MODIFIED OVERALL WIDTH FROM 36 TO 30 INCHES HANGING SPACE TO REMAIN 6 INCHES AND 12 INCHES, DRAWER AND SHELF WIDTH REDUCED BY 6 INCH TO SUIT SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0516 ARR				

0012AA	SAME AS ITEM 0012	20	Each		
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0012AB	SAME AS ITEM 0012	20	Each
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0012AC	SAME AS ITEM 0012	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	10-INCH WIDE, CREW WARDROBE LOCKER UNIT, TYPE 9 R.H. DOOR 10 X 22 X 41 HIGH; IAW DWG 803-6397307 REV A, PC 9 OMIT SEPARATELY ORDERED SUBBASE ASSY PC 35 FIND NO. 0518 ARR				

0013AA	SAME AS ITEM 0013	5,500	Each
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0013AB	SAME AS ITEM 0013	5,500	Each
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0013AC	SAME AS ITEM 0013	5,500	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	18-INCH WIDE, OVERCOAT LOCKER UNIT, TYPE 1 18 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 1 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL:STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0520 ARR				

0014AA	SAME AS ITEM 0014	12	Each
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0014AB	SAME AS ITEM 0014	12	Each
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0014AC	SAME AS ITEM 0014	12	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	36-INCH WIDE, OVERCOAT LOCKER UNIT, TYPE 2 36 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 2 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0521 ARR				

0015AA	SAME AS ITEM 0015	12	Each
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0015AB	SAME AS ITEM 0015	12	Each
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0015AC	SAME AS ITEM 0015	12	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	18-INCH WIDE, CREW WARDROBE UNIT LOCKER, TYPE 3 18 X 22 X73 HIGH; IAW DWG 803-6397307 REV A, PC 3 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0522 ARR				

0016AA	SAME AS ITEM 0016	400	Each		
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0016AB	SAME AS ITEM 0016	400	Each		
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0016AC	SAME AS ITEM 0016	400	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	18-INCH WIDE, MARINE LOCKER UNIT, TYPE 4 18 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 4 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0523 ARR				

0017AA	SAME AS ITEM 0017	15	Each		
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0017AB SAME AS ITEM 0017 15 Each

0017AC SAME AS ITEM 0017 15 Each

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	18-INCH WIDE, 1-MAN CREW LOCKER UNIT, TYPE 5 18 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307 REV A, PC 5 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0524 ARR				

0018AA SAME AS ITEM 0018 100 Each

0018AB SAME AS ITEM 0018 100 Each

0018AC SAME AS ITEM 0018 100 Each

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	18-INCH WIDE, 2-MAN CREW LOCKER UNIT, TYPE 6 18 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 6 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0525 ARR				

0019AA	SAME AS ITEM 0019	75	Each
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0019AB	SAME AS ITEM 0019	75	Each
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0019AC	SAME AS ITEM 0019	75	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	25-INCH WIDE, 3-MAN CREW LOCKER UNIT, TYPE 7 25 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 7 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0526 ARR				

0020AA	SAME AS ITEM 0020	30	Each
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0020AB	SAME AS ITEM 0020	30	Each
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0020AC	SAME AS ITEM 0020	30	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	18-INCH WIDE, 4-MAN TROOP LOCKER UNIT, TYPE 8 18 X 22 X 73 HIGH; IAW DWG 803-6397307 REV A, PC 8 SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0527 ARR				

0021AA	SAME AS ITEM 0021	20	Each
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0021AB	SAME AS ITEM 0021	20	Each
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0021AC	SAME AS ITEM 0021	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	54-3/4 INCHES HIGH, 3-MAN TROOP LOCKER UNIT, TYPE 8 18 X 22 X 54-3/4 HIGH; IAW DWG 803-6397307 REV A, PC 8 MODIFIED TO THREE HIGH SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0527B ARR				

0022AA	SAME AS ITEM 0022	20	Each
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0022AB	SAME AS ITEM 0022	20	Each
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0022AC	SAME AS ITEM 0022	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	36-1/2 INCHES HIGH, 2-MAN TROOP LOCKER UNIT, TYPE 8 18 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307 REV A, PC 8 MODIFIED TO TWO HIGH SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0527C ARR				

0023AA	SAME AS ITEM 0023	20	Each
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0023AB	SAME AS ITEM 0023	20	Each
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0023AC	SAME AS ITEM 0023	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	18-1/4 INCHES HIGH, 1-MAN TROOP LOCKER UNIT, TYPE 8 18 X 22 X 18-1/4 HIGH; IAW DWG 803-6397307 REV A, PC 8 MODIFIED TO ONE HIGH SUBBASE ASSY, TYPE A IAW DWG 803-6397310 REV A SUBBASE MATL: STEEL IN LIEU OF CRES OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 FIND NO. 0527D ARR				

0024AA	SAME AS ITEM 0024	20	Each		
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0024AB	SAME AS ITEM 0024	20	Each		
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0024AC	SAME AS ITEM 0024	20	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	10-INCH WIDE CREW WARDROBE LOCKER UNIT, TYPE 9 R.H. DOOR 10 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307 REV A, PC 9 OMIT SUBBASE ASSY PC 35 FIND NO. 0528 ARR				

0025AA	SAME AS ITEM 0025	2,500	Each		
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0025AB	SAME AS ITEM 0025	2,500	Each
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0025AC	SAME AS ITEM 0025	2,500	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	12-INCH WIDE SHORT HANGING LOCKER UNIT, TYPE 9 L.H. DOOR 12 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307 REV A, PC 9 WIDTH SHALL BE 12 INCHES LATCH AND HINGE SHALL BE MODIFIED TO HINGE ON LEFT OMIT SUBBASE ASSY PC 35 FIND NO. 0529 ARR				

0026AA	SAME AS ITEM 0026	6	Each
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0026AB	SAME AS ITEM 0026	6	Each
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0026AC	SAME AS ITEM 0026	6	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	12-INCH WIDE SHORT HANGING LOCKER UNIT, TYPE 9 R.H. DOOR 12 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307 REV A, PC 9 WIDTH SHALL BE 12 INCHES OMIT SUBBASE ASSY PC 35 FIND NO. 0530 ARR				

0027AA	SAME AS ITEM 0027	6	Each
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0027AB	SAME AS ITEM 0027	6	Each
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0027AC	SAME AS ITEM 0027	6	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	18-INCH WIDE SHORT HANGING LOCKER UNIT, TYPE 9 L.H. DOOR 18 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307 REV A, PC 9 WIDTH SHALL BE 18 INCHES LATCH AND HINGE SHALL BE MODIFIED TO HINGE ON LEFT OMIT SUBBASE ASSY PC 35 FIND NO. 0531 ARR				

0028AA	SAME AS ITEM 0028	6	Each
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0028AB	SAME AS ITEM 0028	6	Each
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0028AC	SAME AS ITEM 0028	6	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	18-INCH WIDE SHORT HANGING LOCKER UNIT, TYPE 9 R.H. DOOR 18 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307, REV A, PC 9 WIDTH SHALL BE 18 INCHES OMIT SUBBASE ASSY PC 35 FIND NO. 0532 ARR				

0029AA	SAME AS ITEM 0029	60	Each		
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0029AB	SAME AS ITEM 0029	60	Each		
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0029AC	SAME AS ITEM 0029	60	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	7-INCH WIDE SHORT HANGING LOCKER UNIT, TYPE 9 R.H. DOOR 7 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307 REV A, PC 9 WIDTH SHALL BE 7 INCHES AND STAPLE PC 656 AND IT'S BACKING PLATE SHALL BE RELOCATED SO THE DOOR PADLOCKS WITH HANDLE PC 654 VERTICAL AND WITH THE STAPLE BELOW THE CENTER OF THE HANDLE OMIT SUBBASE ASSY PC 35 FIND NO. 0534 ARR				

0030AA	SAME AS ITEM 0030	40	Each		
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0030AB	SAME AS ITEM 0030	40	Each		
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0030AC	SAME AS ITEM 0030	40	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	CLEAN LINEN LOCKER UNIT, TYPE 9 R.H. DOOR 18 X 22 X 36-1/2 HIGH; IAW DWG 803-6397307 REV A, PC 9 WIDTH SHALL BE 18 INCHES OMIT SUBBASE ASSY PC 35 AND HANGER PCS 26 & 27 FIND NO. 0537 ARR				

0031AA	SAME AS ITEM 0031	12	Each
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0031AB	SAME AS ITEM 0031	12	Each
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0031AC	SAME AS ITEM 0031	12	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	10-INCH WIDE SUBBASE, TYPE B 10 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PIECE 501 SHALL BE 2 INCHES HIGH, ONE PC 521 REQUIRED PC 523 LOCATED TO SUIT DET 69-D ON STD DWG 803-6397307 FIND NO. 0550 ARR				

0032AA	SAME AS ITEM 0032	425	Each
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0032AB	SAME AS ITEM 0032	425	Each
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0032AC	SAME AS ITEM 0032	425	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	20-INCH WIDE SUBBASE, TYPE B 20 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PC 501 TO BE 2 INCHES HIGH, TWO PCS 521 REQUIRED PC 523 LOCATED TO SUIT DET 69-D STD DWG 803-6397307 FIND NO. 0551 ARR				

0033AA	SAME AS ITEM 0033	400	Each
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0033AB	SAME AS ITEM 0033	400	Each
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0033AC	SAME AS ITEM 0033	400	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	30-INCH WIDE SUBBASE, TYPE B 30 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PC 501 TO BE 2 INCHES HIGH, TWO PCS 521 REQUIRED PC 523 LOCATED TO SUIT DET 69-D ON STD DWG 803-6397307 FIND NO. 0552 ARR				

0034AA	SAME AS ITEM 0034	250	Each		
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0034AB	SAME AS ITEM 0034	250	Each		
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0034AC	SAME AS ITEM 0034	250	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	40-INCH WIDE SUBBASE, TYPE B 40 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PC 501 TO BE 2 INCHES HIGH, TWO PCS 521 REQUIRED PC 523 LOCATED TO SUIT DET 69-D ON STD 803-6397307 FIND NO. 0553 ARR				

0035AA	SAME AS ITEM 0035	100	Each		
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0035AB	SAME AS ITEM 0035	100	Each		
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0035AC	SAME AS ITEM 0035	100	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	7-INCH WIDE SUBBASE, TYPE B 7 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PIECE 501 TO BE 2 INCHES HIGH, ONE PIECE 521 REQUIRED PC 523 LOCATED TO SUIT DET 69-D ON STD DWG 803-6397307 WIDTH OF PC 521 SHALL BE 2-1/2 INCHES WIDE IN LIEU OF 3-1/2 FLANGES SHALL BE 1/2 INCH IN LIEU OF 3/4 INCHES 4 PC 523 WELDED TO PC 521 FIND NO. 0554 ARR				

0036AA	SAME AS ITEM 0036	25	Each
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0036AB	SAME AS ITEM 0036	25	Each
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0036AC	SAME AS ITEM 0036	25	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	14-INCH WIDE SUBBASE, TYPE B, 14 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PIECE 501 TO BE 2 INCHES HIGH, ONE PIECE 521 REQUIRED PC 523 LOCATED TO SUIT DET 69-D ON STD DWG 803-6397307 FIND NO. 0555 ARR				



0037AA	SAME AS ITEM 0037	20	Each
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0037AB	SAME AS ITEM 0037	20	Each
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0037AC	SAME AS ITEM 0037	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	24-INCH WIDE SUBBASE, TYPE B 24 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A PIECE 501 TO BE 2 INCHES HIGH, TWO PC 521 REQUIRED PC 523 LOCATED TO SUIT DET 69-D ON STD DWG 803-6397307 FIND NO. 0571 ARR				

0038AA	SAME AS ITEM 0038	20	Each
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0038AB	SAME AS ITEM 0038	20	Each
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0038AC	SAME AS ITEM 0038	20	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	18-INCH WIDE SUBBASE, TYPE B 18 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PC 501 TO BE 2 INCHES HIGH, TWO PCS 521 REQUIRED PC 523 LOCATED TO SUIT DET 69D ON STD DWG 803-6397307 FIND NO. 0573 ARR				

0039AA	SAME AS ITEM 0039	15	Each		
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0039AB	SAME AS ITEM 0039	15	Each		
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0039AC	SAME AS ITEM 0039	15	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	36-INCH WIDE SUBBASE, TYPE B 36 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PC 501 TO BE 2 INCHES HIGH, TWO PCS 521 REQUIRED PC 523 LOCATED TO SUIT 3 EA -12 INCH WIDE LOCKERS AND 2 EA -18 INCH WIDE LOCKERS PER DET 69-D ON STD DWG 803-6397307 FIND NO. 0574 ARR				

0040AA	SAME AS ITEM 0040	25	Each		
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0040AB	SAME AS ITEM 0040	25	Each		
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0040AC	SAME AS ITEM 0040	25	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	12-INCH WIDE SUBBASE, TYPE B 12 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PC 501 TO BE 2 INCHES HIGH, ONE PC 521 LOCATED ON CTR PC 523 LOCATED TO SUIT DET 69-D ON STD DWG 803-6397307 FIND NO. 0575 ARR				

0041AA	SAME AS ITEM 0041	245	Each
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0041AB	SAME AS ITEM 0041	245	Each
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0041AC	SAME AS ITEM 0041	245	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	24-INCH WIDE SUBBASE, TYPE B 24 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A MATL: STEEL PC 501 TO BE 2 INCHES HIGH, TWO PCS 521 REQUIRED PC 523 LOCATED TO SUIT DET 69-D ON STD DWG 803-6397307 FIND NO. 0586 ARR				

0042AA	SAME AS ITEM 0042	50	Each
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0042AB	SAME AS ITEM 0042	50	Each
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0042AC	SAME AS ITEM 0042	50	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	36-INCH WIDE SUBBASE, TYPE A 36 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A, SHEET 5 OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 MATL: CRES ONE PC NO. 500 AND FOUR PC NO. 507; PC NO. 500 TO BE NO. 4 FINISH FIND NO. 0597 ARR				

0043AA	SAME AS ITEM 0043	10	Each
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0043AB	SAME AS ITEM 0043	10	Each
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0043AC	SAME AS ITEM 0043	10	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	25-INCH WIDE SUBBASE, TYPE A 25 X 22 X 2 HIGH; IAW DWG 803-5959310, SHEET 5 OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 MATL: CRES ONE PC NO. 500 AND FOUR PC NO. 507; PC NO. 500 TO BE NO. 4 FINISH, FIND NO. 0598 ARR				

0044AA	SAME AS ITEM 0044	10	Each		
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0044AB	SAME AS ITEM 0044	10	Each		
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0044AC	SAME AS ITEM 0044	10	Each		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	18-INCH WIDE SUBBASE, TYPE A 18 X 22 X 2 HIGH; IAW DWG 803-5959310 REV A, SHEET 5 OMIT SUBBASE INSTALLATION HARDWARE PC 502 TO 506, 508 TO 511, 513 & 516 MATL: CRES ONE PC NO. 500 AND FOUR PC NO. 507; PC NO. 500 TO BE NO. 4 FINISH FIND NO. 0599 ARR				

0045AA	SAME AS ITEM 0045	50	Each		
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0045AB	SAME AS ITEM 0045	50	Each		
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0045AC	SAME AS ITEM 0045	50	Each
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	TRANSPORTATION CHARGES	1	Lot		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	TECHNICAL DATA FOR CREW CLOTHES, CLEANING GEAR STOWAGE, SOILED CLOTHES LOCKERS, AND SUBBASES (ITEMS 0001 THROUGH 0045). ALL DATA SHALL BE IN ACCORDANCE WITH DD FORM 1423, CONTRACT DATA REQUIREMENTS LIST, EXHIBIT A HERETO.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AA	PRELIMINARY PRODUCT DRAWING & ASSOCIATED LIST, SEQUENCE A001	1	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AB	FINAL PRODUCT DRAWING & ASSOCIATED LIST SEQUENCE A002	1	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AC	PRELIMINARY LOCKER INSTALLATION DWG SEQUENCE A003	1	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AD	FINAL LOCKER UNIT ISOMETRIC INSTALLATION DWG SEQUENCE A004	1	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AE	FIRST ARTICLE TEST PROCEDURE SEQUENCE A005	1	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AF	FIRST ARTICLE TEST REPORT SEQUENCE A006	1	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AG	HIGH IMPACT(H.I) SHOCK TEST PROCEDURE SEQUENCE A007	1	Lot		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AH	HIGH IMPACT(H.I.) SHOCK TEST REPORT SEQUENCE A008	1	Lot		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047AJ	HIGH IMPACT(H.I.) SHOCK TEST EXTENSION REQUEST SEQUENCE A009	1	Lot		

NOTE: The contractor may request use of a certificate of conformance in accordance with paragraph (a) of Clause 52.246-15, entitled "Certificate of Conformance (APR 1984)," in lieu of source inspection under delivery orders placed under the resulting contract. The contractor's request for use of a certificate of conformance will be approved solely at the discretion of the contracting officer, and evaluation of the contractor's request(s) will consider whether the contractor has recently furnished same or similar Lockers that met the specification requirements.



Section C - Descriptions and Specifications

NOTE

The Technical Procurement Specification For Crew Clothes, Cleaning Gear Stowage, Soiled Clothes Lockers and Locker Subbases is included as Attachment 1.

Section D - Packaging and Marking

NOTE

Preservation, Packaging, Packing and Marking shall be in accordance with the requirements contained in the “Technical Procurement Specification For Crew Clothes, Cleaning Gear Stowage, Soiled Clothes Lockers and Locker Subbases. (See Attachment 1)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001 thru 0045	Origin	Govt.	Origin	Govt.
0047AA thru 0047AJ	NSWCCD SSES 5001 South Broad St. Bldg 4, 2 <sup>nd</sup> floor Phila., PA 19112-5083 Attn: M. Germani, Code 9783	Govt.	NSWCCD SSES 5001 South Broad St. Bldg 4, 2 <sup>nd</sup> floor Phila., PA 19112-5083 Attn: M. Germani, Code 9783	Govt.

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	JUN 1988
52.247-30	F.O.B. Origin, Contractor's Facility	APR 1984
52.247-59	F.O.B Origin--Carload and Truckload Shipments	APR 1984
52.247-61	F.O.B. Origin--Minimum Size Of Shipments	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

## REQUIRED DELIVERY SCHEDULE

ITEM	DELIVERY
0001AA thru 0045AA 0001AB thru 0045AB 0001AC thru 0045AC	Orders providing for less than a quantity of 51 locker units or subbases shall be delivered within 30 days ADO. Orders providing for quantities of 51 or more locker units or subbases shall be delivered as follows: 50 each within 30 days ADO and up to and including 100 each a month every month thereafter upon completion.
0047AA, 0047AC, 0047AE, 0047AG	30 days ADO
0047AB	No later than (NLT) 10 days after receipt of Government approval of Preliminary Product Drawing & Associated List
0047AD	NLT 10 days after receipt of Government approval of Preliminary Locker Unit Isometric Installation Drawing
0047AF	NLT 10 days after receipt of Government approval of First Article Test Procedure
0047AH	NLT 60 days after receipt of Government approval of High Impact Shock Test Procedure
0047AJ	NLT 5 days after the date of contract award

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

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Within Days

After Date

Item No. Quantity of Contract

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-G02 SUBMISSION OF INVOICES (FIXED PRICE) (MAR 2004)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery/task orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

\_\_\_ a separate invoice for each activity designated to receive the supplies or services.

\_\_\_ a consolidated invoice covering all shipments delivered under an individual order.

X either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office

(End of clause)

Section H - Special Contract Requirements

NONE

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996



52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-10	F.O.B. Origin--Government Bills Of Lading Or Prepaid Postage	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7005	Substitutions for Military or Federal Specifications and Standards	FEB 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall perform first article testing on the locker unit type(s) as specified in paragraph 6.5.4 of Technical Procurement Specification for Crew Clothes, Cleaning Gear Stowage, Soiled Clothes Lockers and Locker Subbases and perform high impact shock testing as specified in Appendix A to the Technical Procurement

Specification. At least 30 calendar days before the beginning of first article or high impact shock tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article and/or high impact shock test report for the Locker Unit Sample within 60 calendar days from the date of the resulting order to the Carderock Division, Naval Surface Warfare Center, 5001 South Broad Sreet, Code 9783, Philadelphia, PA 19112-1403 marked "FIRST ARTICLE (OR "HIGH IMPACT SHOCK") TEST REPORT: Contract No. (To be specified at time of award). Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article(s) is/are disapproved, the Contractor, upon Government request, shall repeat any or all first article/high impact shock tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article(s) or select another first article(s) for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article/high impact shock test report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article(s) is/are not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval(s), the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article/high impact shock testing where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective

date of the contract through 1097 days after the effective date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,500,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1,300 days after date of contract.

(End of clause)

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union

members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Naval Surface Warfare Center, Carderock Division, Philadelphia, PA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the NA (name the specific agency) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_."

(End of clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.



"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price)	(1) 50	(1) 50	(1) 25	25

incentive contracts)				
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.  
 (2) Same sharing arrangement as the contract's profit or fee adjustment formula.  
 (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;  
 (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;  
 (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall

not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . ., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the

Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: A. BUCCI, Contracting Officer

ADDRESS: Carderock Division, Naval Surface Warfare Center  
5001 South Broad Street, Philadelphia, PA 19112-1403

TELEPHONE: 215-897-7770

Section J - List of Documents, Exhibits and Other Attachments

LIST

List of Attachments

Attachment: (1) Technical Procurement Specification For Crew Clothes, Cleaning Gear Stowage, Soiled Clothes Lockers, and Locker Subbases

- (2) NAVSEA Standard Drawing 803-5959310 REV A
- (3) NAVSEA Standard Drawing 803-6397307 REV A
- (4) NAVSEA Type Drawing 804-1648663 REV C
- (5) NAVSEA Type Drawing 804-1749231 REV B
- (6) NAVSEA Type Drawing 805-1642368 REV F
- (7) NAVSEA Type Drawing 805-1648667 REV A
- (8) NAVSEA Type Drawing 3200-860055 REV R
- (9) NAVSEA Type Drawing 3200-860056 REV R

Exhibit: (A) DD Form 1423, Contract Data Requirements List (5 pages) and TDP Option Selection Worksheets, Product Drawings/Models And Associated Lists (Attachment 1) and Commercial Drawings/Models And Associated Lists (Attachment 2) (Total: 2 pages)

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)



## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price Requirements contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Annette Bucci, Contracting Officer  
Carderock Division, Naval Surface Warfare Center  
5001 South Broad Street  
Philadelphia, PA 19112-1403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.211-7001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS. (DEC 1991)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Clause)

CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as two separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	1
Technical Proposal	1	4

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

## (2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following five (5) sections, and shall address in detail the following information:

### SECTION 1 - INTRODUCTION

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

### SECTION 2 - TECHNICAL CAPABILITY

In this section the offeror shall provide a narrative addressing the production and technical equipment and facilities, and other resources or personnel, or the ability to obtain them, it intends to use in performance under any resulting contract. The offeror shall describe the means, methods and controls to be employed during purchasing, manufacturing, painting, assembly and packaging, as well as any inspections and tests it will conduct to ensure the Crew Clothes, Cleaning Gear Stowage, Soiled Clothes Lockers and Locker Subbases will comply with the requirements set forth in the Technical Procurement Specification contained in Section C.

### SECTION 3 – CORPORATE EXPERIENCE

In this section, the offeror must describe its experience with the production and manufacture of shipboard furniture or similar supplies as covered by the solicitation.

### SECTION 4 – INSPECTION/QUALITY SYSTEM

The offeror must possess an Inspection/Quality System that complies with Military Specification MIL-I-45208A, Military Specification MIL-Q-9858A or ANSI/ASQC Q9001. In order to be rated as technically acceptable in this

factor, offerors must provided in this section documentation that it possesses an Inspection/Quality System that has been determined to comply with one of the higher-level quality standards identified above.

## SECTION 5 – PAST PERFORMANCE

The quality of an offeror's performance shall be assessed in this section. The Navy intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the offeror. General trends in a contractor's performance will also be considered.

Each offeror has the opportunity to provide in its proposal in this section any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider to determine the offeror has a record of satisfactory past performance. Such information may be in the nature of additional information to that which the Navy has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Navy's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

To assist the Navy in performing the past performance evaluation defined above, offerors shall provide a synopsis of previous contracts which involved similar or related work performed (or currently performing) n the last three (3) years. The offeror may identify Federal, State and Local government and private contracts that are similar to the statement of work for ongoing contracts or contracts completed in the past three years.

For each contract, the contractor shall provide a narrative discussion of the work performed and a list that provides the following information:

1. Contract Number
2. Customer/Agency
3. Contracting Officer (name and phone number)
4. Contract Type
5. Award Price
6. Contract Deliverables
7. Contract Summary – The contract summary shall provide a descriptive overview of the contract, not exceeding one page in length, including a discussion of actual performance under each contract listed, problems encountered and how they were resolved, timeliness of deliverables required, business relationships, management of key personnel, and any other areas deemed necessary to provide insight into actual performance issues.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.247-50

No Evaluation Of Transportation Costs

APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (OCT 2003) (NSWCCD)

(2) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (f) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical.* The evaluators will prepare a narrative reflecting the results of their evaluation of the technical proposals and all factors other than price will be combined into a rating of either Acceptable, Unacceptable or Unacceptable but susceptible of being made acceptable.

(2) *Price.* Price will not be scored, numerically weighted, or combined with the technical evaluation factors. The price evaluation will consist of a comparison of the proposed prices contained in the offers received in response to the solicitation.

(3) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in price may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the cost of the materials and labor required to produce the item to be furnished, and may be grounds for rejection of the proposal. Subjective judgement of the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "corrective potential" when a deficiency is identified.

(i) **Competitive Acquisition Instructions.**

(1) The provision FAR 52.215-1, "Instructions To Offerors-Competitive Acquisition" is included in Section L of this solicitation. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the Contracting Officer determines that discussions are necessary, and the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer may indicate to, or discuss with, each offeror still being considered for award, deficiencies, significant weaknesses, and other aspects of its proposal that could, in the opinion of the Contracting Officer, be altered or explained to determine technical acceptability. The scope and extent

of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) **Basis for Contract Award.** Award of a contract as a result of this solicitation will be made to the lowest price offer that meets or exceeds the acceptability standards for the technical evaluation factors. The technical evaluation factors that will be used to establish the requirements of technical acceptability are: Technical Capability, Corporate Experience, Inspection/Quality System and Past Performance.

During the technical evaluation, a rating of Acceptable, Unacceptable, or Unacceptable but susceptible of being made acceptable, shall be assigned to each factor. Based on the rating assigned for the individual factors, the technical proposal of each offeror shall be assigned an overall rating of Acceptable, Unacceptable, or Unacceptable, but susceptible of being made acceptable. In order for an offeror's technical proposal to receive an overall rating of Acceptable, it must be rated as Acceptable in each of the factors identified above.